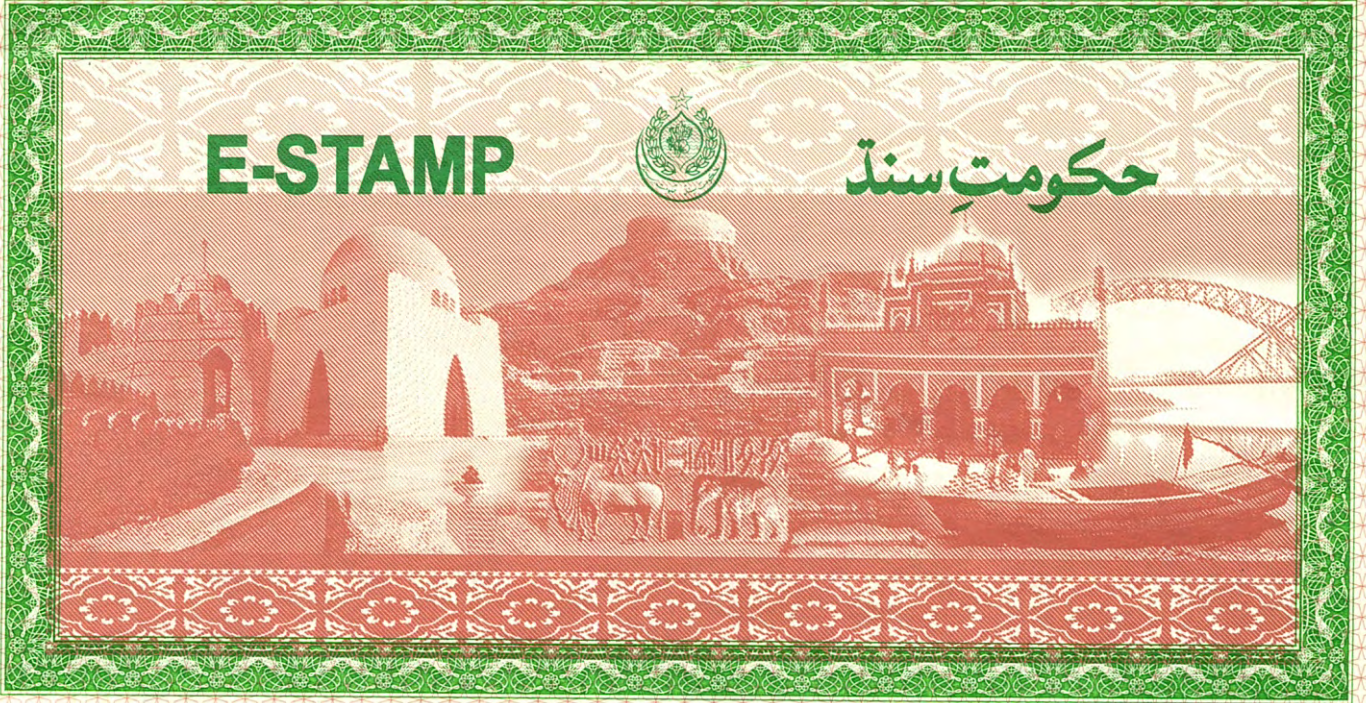


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NBP-0002-2409090005293887

GoS-KHI-9FD38C431129EAEA

Non-Judicial

Rs 33,798/-

Description : Contract - 15(a)
 Principal : Institute of Business Administration Karachi [00000000]
 Contractor : N K Computers [27896676]
 Applicant : Manesh Varoon Maheshwari [42301-2432452-5]
 Stamp Duty Paid by : N K Computers [27896676]
 Issue Date : 09-Sep-2024, 01:24:54 PM
 Paid Through Challan : 2024C7ACD2175AAA
 Amount in Words : Thirty Three Thousand Seven Hundred and Ninety Eight Rupees Only

Please Write Below This Line



THIS AGREEMENT is executed at KARACHI, on this day _____, 2024.

BETWEEN

M/s. Institute of Business Administration, Karachi through its **Registrar**, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s. N.K.Computers, having its office at **WH-18 6th floor Techno city Mall Karachi**, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr./Ms. Noman Khan**, holding CNIC No. 4210174101323 on the SECOND PART.

WHEREAS "IBA" intends to obtain a Provide, Supply and Commission Optical Fibre Cable and Passive Work vide tender # IT/34/23-24 (IBA requirement) up to the satisfaction and handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide, Supply and Commission Optical Fibre Cable and Passive Work". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

Article I

DUTIES AND SCOPE OF SUPPLY AND SERVICES

- 1.1 This Agreement includes, the "Supply and Commissioning of Optical Fiber Cable and Passive Work", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply and Commissioning of Optical Fiber Cable and Passive Work to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement or standard bidding document.
- 1.3 "THE SUPPLIER" will coordinate their work with Manager IT of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply and Commissioning of Optical Fiber Cable and Passive Work.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Supply and Commissioning of Optical Fiber Cable and Passive Work in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before September09, 2024.
- 2.4 Installation and Commissioning work should be completed within 15 working days upon confirmation from IBA, Karachi, for each phase.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/34/23-24.

Article III

WARRANTY

- 3.1 01 year comprehensive onsite OEM warranty with 25 years system performance warranty.

Article IV

REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. 9,577,437/- (inclusive of all taxes) Supply of Optical Fibre Cable and Passive Work vide tender # IT/34/23-24 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/customs duties etc.

4.1.1 Bill of Quantity

Location: Cricket & Football Grounds

Sr #	Description & Features	Quoted Brand	Quoted Model	Qty	Unit Price	Total Amount
1.	Power Supply Chassis 1U + 4 PS modules	Corning		1 unit	477,000/-	477,000/-
2.	Power Cable 1 Pair (1:1)			8 units	5,610/-	44,880/-
3.	Distributed Antenna System (DAS) COMP 2 ULTRA 2X16AWG Class 300 02ZDF-21W01M20			1500 meters	840/-	1260,000/-
4.	Distributed Antenna System (DAS) COMP 2 ULTRA 2X12AWG CLASS 300 02ZDF-21W01M20			500 meters	840/-	420,000/-
5.	Closet Connector Housing 2U (F/4 PANELS)			1 unit	47,750/-	47,750/-
6.	Closet Connector Housing Splice Cassette 12F, LC-D, OS2, Shutter, 250UM			2 units	64,610/-	129,220/-
7.	Keystone CCH Panel			2 units	2,525/-	5,050/-
8.	Power Keystone Adapter (Connector Style)			8 units	1,170/-	8,960/-
9.	SC to LC SM Patch cord, 1 meter			32 units	1,400/-	44,800/-
10.	Perforated Network Rack 12U Wall Mount with Colling Fan			1 unit	25,200/-	25,200/-
11.	Pole Box Size 18 x 18 x 6 IP66 Metal with floor stand in all respects			8 units	18,200/-	145,600
12.	Patch Cord Cat 6 U/FTP, Size: 7.5 meter			8 units	2,240/-	17,920/-
13.	Patch Cord Cat 6 UTP, Size: 1 meter			8 units	725/-	5,800/-
14.	Port 10GBASE-LR SFP+ 1310nm 10km DOM Xver Mod			8 units	28,050/-	224,400/-
15.	UPVC Pipe Size 1" with fitting accessories			330 feet	235/-	77,550/-
16.	G.I. Flexible Pipe 1" with fitting accessories			50 meters	75/-	3,750/-
17.	Accessories for Fibre Optic Cable related items like Steel clamp, Pole Box fitting Screws, Washer, RJ45 Connectors Box 02, UPVC Joints, UPVC Elbow, saddle, Casio EZ-Label Printer Tape, Ties etc.			1 unit	11,000/-	11,000/-
18.	Laying and Installation Charges of 2000 meters Fibre Optic Cable, with all accessories such as Cat6, PVC conduit, metal boxes, rack harnessing, and end-to-end ribbon tagging it is mandatory to place them on the nearest conduits cables and enclosures			1 unit	90,000/-	90,000/-
19.	Civil Work including Digging Charges, cement filling, and Pavers refixing in all respects.			1 unit	59,000/-	59,000/-
20.	Installation Charges of Outdoor access point brackets, making a ¾" hole on the 8 poles, and mounting the electrical enclosure will involve electric and gas welding.			1 unit	68,000/-	68,000/-
21.	Fibre Optic Cable Fusion Splicing, Cassette ODFs and BPEO Enclosures Installation with all respects			64 units	468.75/-	30,000/-

Single Mode FOC

Sr #	Description & Features	Quoted Brand	Quoted Model	Qty	Unit Price	Total Amount
22.	6 Core SM Outdoor Steel Armor SST Central Tube Cable E9 SMF-28e+, ITU G6, Part# 006EEC-13122A20	Corning		470 meters	246/-	115,620/-
23.	12 Core SM Outdoor Steel Armor SST Central Tube Cable E9 SMF-28e+, ITU Part# 012EEC-13122A20			2450 meters	271/-	663,950/-
24.	24 Core SM Outdoor Steel Armor SST Central Tube Steel Armour Outdoor Cable, Part# 024EEC-13122A20			900 meters	362/-	325,800/-
25.	48 Core SM ALTOS Loose Tube Steel Armor Outdoor Cable Part# 048ERC-T3122A20			1200 meters	559/-	670,800/-
26.	Fibre Patch Cord SM LC to LC 3m UPC Dup Part# F040402G2Z20003M			78 units	2,420/-	188,760/-
27.	Fibre Patch Panel SM OS2 LC 08 Core (Including Coupler, Pigtails And Splice) - Loaded- Part# LAN1-08AE-PGTL-B			3 units	40,500/-	121,500/-
28.	Fibre Patch Panel SM OS2 LC 12 Core (Including Coupler, Pigtails And Slice) - Loaded - Part# LAN1-12AE-PGTL-B			11 units	47,500/-	522,500/-

29.	Fibre Patch Panel SM OS2 LC 24 Core (Including Coupler, Pigtails And Splice Part# LAN1-24AE-PGTL-B			3 units	83,738/-	251,214/-
30.	Fibre Patch Panel SM OS2 LC 48 Core (Including Coupler, Pigtails And Splice Part# LAN1-48AE-PGTL-B			3 units	137,000/-	411,000/-
31.	Cable Management Panel Front 19" 1U Plastic Body Part# XE005315637			19 units	2,950/-	56,050/-
32.	Cable Laying Charges			1 job	32,000/-	32,000/-
33.	OTDR Testing			262 unit	200/-	52,400/-
34.	Fusion Splicing Charges			524 unit	250/-	131,000/-

Multi-Mode FOC

Sr #	Description & Features	Quoted Brand	Quoted Model	Qty	Unit Price	Total Amount
35.	6 Core MM OM3 Central Tube Steel Armour Part # 006TEY-13188H2G		Corning	580 meters	540/-	313,200/-
36.	12 Core MM OM3 Indoor/Outdoor Steel Armor Central Tube Cable 12F G50 MMF Part# 012TEY-13188A2G			150 meters	620/-	93,000/-
37.	Fibre Patch Cord MM OM4 LC to LC 10m Part# F050502Q2Z20010M			5 units	3,934/-	19,670/-
38.	Fibre Patch Panel MM OM3/OM4 LC 06			3 units	47,500/-	142,500/-

	Core (Including Coupler, Pigtails And Splice) -Loaded Part# LAN1-06AD-PGTL-B					
39.	Cable Management Panel Front 19" 1U Plastic Body Part# XE005315637			7 units	2,950/-	20,650/-
40.	Fibre Patch Cord MM OM4 LC to LC 1m PC Duplex Part# F050502Q5Z20001M			21 meters	2,265/-	47,565/-
41.	Fibre Patch Cord MM OM4 LC to LC 3M UPC Duplex Part# F050502Q2Z20003M			25 meters	2,560/-	64,000/-
42.	Fibre Patch Cord MM OM4 LC to LC 5m Part# F050502Q2Z20005M			5 meters	3,120/-	15,600/-
43.	Cable Laying Charges			1 unit	38,500/-	38,500/-
44.	OTDR Testing			90 units	200/-	18,000/-
45.	Fusion Splicing Charges			180 units	250/-	45,000/-

Location: Aman CED Building

Sr #	Description & Features	Quoted Brand	Quoted Model	Qty	Unit Price	Total Amount
46.	6 Core SM Outdoor Steel Armor SST Central Tube Cable E9 SMF-28e+, ITU G6 Part# 006EEC-13122A20			1060 meters	245/-	259,700/-
47.	Fibre Patch Cord SM LC to LC 3m UPC Dup Part# F040402G2Z20003M			16 units	2,445/-	39,120/-
48.	Fibre Patch Panel SM OS2 LC 06 Core (Including Coupler, Pigtails And Splice) Loaded Part# LAN1-06AE-PGTL-B			5 units	40,500/-	202,500/-
49.	Fibre Patch Panel SM OS2 LC 12 Core (Including Coupler, Pigtails And Slice) Part# LAN1-12AE-PGTL-B			1 unit	47,500/-	47,500/-
50.	Cable Management Panel Front 19" 1U Plastic Body Part# XE005315637			6 units	2950/-	17,700/-
51.	Cable Laying Charges			1 unit	47,700/-	47,700/-
52.	OTDR Testing			42 units	200/-	8,400/-
53.	Fusion Splicing Charges			84 units	250/-	21,000/-

Total Amount in PKR	8,199,779/-
13% SST (if applicable)	96,150/-
18% GST (if applicable)	1,360,580.22/-
Grand Total Amount in PKR	9,656,509.22/-

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per the Work Order or Letter of Acceptance, of the total cost, will be imposed in case of delayed delivery of supplies and services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of Optical Fibre Cable and Passive Work to IBA.
- 4.3 Performance Security 5% of the total amount of the Work Order or Letter of Acceptance will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.
- 4.6 Payment will be made within 30 working days after complete delivery and services as per BoQ and submission of Invoices.

Article V
ARBITRATION

- 5.1 In case of any dispute, difference or any question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter hereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VI
TERMINATION

- 6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

Article VII
INDEMNITY

- 7.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VIII
NOTICE

- 8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article IX
SEVERABILITY

- 9.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid and enforced to the fullest extent permitted by prevailing law.

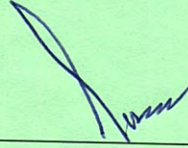
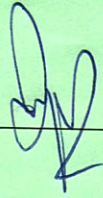
Article X
INTEGRITY PACT

- 10.1 The intention not to obtain the procurement/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 10.2 Without limiting the generality of the forgoing the M/s. N.K.Computers represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 10.3 M/s. N.K.Computers accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard,
- 10.5 M/s.N.K.Computers agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s. N.K.Computers, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XI
MISCELLANEOUS

- 11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 11.2 The validity of the contract will be effective from the date of issue of the Purchase/Work Order or Letter of Acceptance.
- 11.3 All terms and conditions of tender vide # IT/34/23-24 will be an integral part of this agreement.

IN WITNESS WHEREOF both the parties hereto have set and subscribed their respective hands to this agreement at Karachi on the date mentioned above.



IBA, Karachi

Name:

CNIC #

Address:

Registrar,

Institute of Business Administration

Main Campus, University Road, Karachi

Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA)
Karachi, Pakistan

M/s. N.K.Computers

Name: Noman Khan

CNIC # 4210174101322

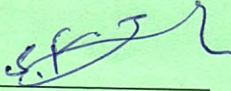
Address:

WH-18 6TH Floor Techno City Mall Main

Hasrat mohani road Karachi.

WITNESS:

1.



2.



IBA, Karachi

Name:

CNIC #

CNIC #

Address:

Head of Procurement,

Institute of Business

Administration,

Main Campus, University

Road, Karachi

M/s.

Name:

CNIC #

Address:

B-10/367 Shah faisal Colony Karachi.

N.K. Computers

M. Ansalam ulah (Chair)

42201-0836439-5

Focal Person IBA

Mansoor Ali